

1 JOSEPH T. MCNALLY
2 Acting United States Attorney
3 LINDSEY GREER DOTSON
4 Assistant United States Attorney
5 Chief, Criminal Division
6 KEVIN J. BUTLER (Cal. Bar No. 329129)
7 JENA A. MACCABE (Cal. Bar No. 316637)
8 Assistant United States Attorneys
9 Violent and Organized Crime Section
10 1300 United States Courthouse
11 312 North Spring Street
12 Los Angeles, California 90012
13 Telephone: (213) 894-6495/5046
14 Facsimile: (213) 894-0141
15 E-mail: kevin.butler2@usdoj.gov
16 jena.maccabe@usdoj.gov

17 Attorneys for Plaintiff
18 UNITED STATES OF AMERICA

19 UNITED STATES DISTRICT COURT

20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

21 UNITED STATES OF AMERICA,

22 No. CR 23-563-MWF-4

23 Plaintiff,

24 AMENDED PLEA AGREEMENT FOR
DEFENDANT
ISAIAH VILLASANA

25 ISAIAH VILLASANA,

26 Defendant.

27 1. This constitutes the plea agreement between defendant ISAIAH
28 VILLASANA ("defendant") and the United States Attorney's Office for
the Central District of California (the "USAO") in the above-
captioned case. This agreement is limited to the USAO and cannot
bind any other federal, state, local, or foreign prosecuting,
enforcement, administrative, or regulatory authorities.

29 DEFENDANT'S OBLIGATIONS

30 2. Defendant agrees to:

31 a. At the earliest opportunity requested by the USAO and
32 provided by the Court, appear and plead guilty to Count Three of the

1 indictment in United States v. ISAIAH VILLASANA, CR No. 23-563-MWF-4,
2 which charges defendant with Possess, Use, Carry, Brandish, and
3 Discharge of a Short-Barreled Rifle in Furtherance of, and During and
4 in Relation to, a Crime of Violence, in violation of 18 U.S.C.
5 §§ 924(c) (1) (A) (ii), (c) (1) (A) (iii), (c) (1) (B) (i).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessment.

21 h. Defendant agrees that any and all criminal debt
22 ordered by the Court will be due in full and immediately. The
23 government is not precluded from pursuing, in excess of any payment
24 schedule set by the Court, any and all available remedies by which to
25 satisfy defendant's payment of the full financial obligation,
26 including referral to the Treasury Offset Program.

27 i. Complete the Financial Disclosure Statement on a form
28 provided by the USAO and, within 30 days of defendant's entry of a

1 guilty plea, deliver the signed and dated statement, along with all
2 of the documents requested therein, to the USAO by either email at
3 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
4 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
5 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
6 criminal debt shall be assessed based on the completed Financial
7 Disclosure Statement and all required supporting documents, as well
8 as other relevant information relating to ability to pay.

14 || 3. Defendant further agrees:

15 a. To forfeit all right, title, and interest in and to
16 any and all monies, properties, and/or assets of any kind, derived
17 from or acquired as a result of, or used to facilitate the commission
18 of, or involved in the illegal activity to which defendant is
19 pleading guilty, specifically including, but not limited to, the
20 following: one .223 caliber rifle bearing serial number P4FMBUS1P,
21 and one round of .223 caliber ammunition seized on October 26, 2023
22 (collectively, the "Forfeitable Assets").

23 b. To the Court's entry of an order of forfeiture at or
24 before sentencing with respect to the Forfeitable Assets and to the
25 forfeiture of the assets.

26 c. That the Preliminary Order of Forfeiture shall become
27 final as to the defendant upon entry.

1 d. To take whatever steps are necessary to pass to the
2 United States clear title to the Forfeitable Assets, including,
3 without limitation, the execution of a consent decree of forfeiture
4 and the completing of any other legal documents required for the
5 transfer of title to the United States.

6 e. Not to contest any administrative forfeiture
7 proceedings or civil judicial proceedings commenced against the
8 Forfeitable Assets. If defendant submitted a claim and/or petition
9 for remission for all or part of the Forfeitable Assets on behalf of
10 himself or any other individual or entity, defendant shall and hereby
11 does withdraw any such claims or petitions, and further agrees to
12 waive any right he may have to seek remission or mitigation of the
13 forfeiture of the Forfeitable Assets. Defendant further waives any
14 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or
15 requirements of the Government to commence forfeiture actions
16 pursuant to 18 U.S.C. § 924(d)(1).

17 f. Not to assist any other individual in any effort
18 falsely to contest the forfeiture of the Forfeitable Assets.

19 g. Not to claim that reasonable cause to seize the
20 Forfeitable Assets was lacking.

21 h. To prevent the transfer, sale, destruction, or loss of
22 the Forfeitable Assets to the extent defendant has the ability to do
23 so.

24 i. That forfeiture of Forfeitable Assets shall not be
25 counted toward satisfaction of any special assessment, fine,
26 restitution, costs, or other penalty the Court may impose. With
27 respect to any criminal forfeiture ordered as a result of this plea
28 agreement, defendant waives: (1) the requirements of Federal Rules of

1 Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture
2 in the charging instrument, announcements of the forfeiture at
3 sentencing, and incorporation of the forfeiture in the judgment; (2)
4 all constitutional and statutory challenges to the forfeiture
5 (including by direct appeal, habeas corpus or any other means); and
6 (3) all constitutional, legal, and equitable defenses to the
7 forfeiture of the Forfeitable Assets in any proceeding on any grounds
8 including, without limitation, that the forfeiture constitutes an
9 excessive fine or punishment. Defendant acknowledges that the
10 forfeiture of the Forfeitable Assets is part of the sentence that may
11 be imposed in this case and waives any failure by the Court to advise
12 defendant of this, pursuant to Federal Rule of Criminal Procedure
13 11(b) (1) (J), at the time the Court accepts defendant's guilty plea.

14 THE USAO'S OBLIGATIONS

15 4. The USAO agrees to:

16 a. Not contest facts agreed to in this agreement.

17 b. Abide by all agreements regarding sentencing contained
18 in this agreement.

19 c. At the time of sentencing, move to dismiss the
20 remaining counts of the indictment as against defendant. Defendant
21 agrees, however, that at the time of sentencing the Court may
22 consider any dismissed charges in determining the applicable
23 Sentencing Guidelines range, the propriety and extent of any
24 departure from that range, and the sentence to be imposed.

25 d. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSE

4 5. Defendant understands that for defendant be guilty of the
5 crime charged in Count Three, that is, Possess, Use, Carry, Brandish,
6 and Discharge of a Short-Barreled Rifle in Furtherance of, and During
7 and in Relation to, a Crime of Violence, in violation of Title 18,
8 United States Code, Sections 924(c)(1)(A)(ii), (c)(1)(A)(iii),
9 (c)(1)(B)(i), the following must be true: first, the defendant
10 committed the crime of interference by robbery, which is a crime of
11 violence; and second, the defendant knowingly possessed a short-
12 barreled rifle in furtherance of that crime or used, carried, or
13 brandished a short-barreled rifle -- or discharged any firearm --
14 during and in relation to that crime.

15 6. Defendant understands that defendant may be found guilty of
16 the crime charged in Count Three, even if defendant personally did
17 not commit the act or acts constituting the crime but aided and
18 abetted in its commission. To "aid and abet" means intentionally to
19 help someone else commit a crime. To prove defendant guilty by
20 aiding and abetting, the government must prove each of the following
21 beyond a reasonable doubt: first, someone else committed the crime;
22 second, defendant aided, counseled, commanded, induced, or procured
23 that person with respect to at least one element of the crime; third,
24 defendant acted with the intent to facilitate the crime; and fourth,
25 defendant acted before the crime was completed.

26 7. Each member of the conspiracy is responsible for the
27 actions of the other conspirators performed during the course and in
28 furtherance of the conspiracy. If one member of a conspiracy commits

1 a crime in furtherance of a conspiracy, the other members have also,
2 under the law, committed that crime. Therefore, defendant may be
3 found guilty of the crime charged in Count Three if the government
4 has proved each of the following elements beyond a reasonable doubt:
5 first, a person named in Count Three of the indictment committed the
6 crime as alleged in that count; second, the person was a member of
7 the conspiracy charged in Count One of the indictment; third, the
8 person committed the crime charged in Count Three in furtherance of
9 the conspiracy; fourth, defendant was a member of the same conspiracy
10 at the time the offense charged in Count Three was committed; and
11 fifth, the offense fell within the scope of the unlawful agreement
12 and could reasonably have been foreseen to be a necessary or natural
13 consequence of the unlawful agreement.

14 PENALTIES AND RESTITUTION

15 8. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 18, United States
17 Code, Sections 924(c)(1)(A)(ii), (c)(1)(A)(iii), (c)(1)(B)(i) is:
18 lifetime imprisonment; a five-year period of supervised release; a
19 fine of \$250,000 or twice the gross gain or gross loss resulting from
20 the offense, whichever is greatest; and a mandatory special
21 assessment of \$100.

22 9. Defendant understands that the statutory mandatory minimum
23 sentence that the Court must impose for a violation of Title 18,
24 United States Code, Sections 924(c)(1)(A)(ii), (c)(1)(A)(iii),
25 (c)(1)(B)(i) is: a 10-year term of imprisonment, which must run
26 consecutive to any other sentence of imprisonment, and a mandatory
27 special assessment of \$100.

1 10. Defendant understands that defendant will be required to
2 pay full restitution to the victims of the offense to which defendant
3 is pleading guilty. Defendant agrees that, in return for the USAO's
4 compliance with its obligations under this agreement, the Court may
5 order restitution to persons other than the victims of the offense to
6 which defendant is pleading guilty and in amounts greater than those
7 alleged in the counts to which defendant is pleading guilty. In
8 particular, defendant agrees that the Court may order restitution to
9 any victim of any of the following for any losses suffered by that
10 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
11 § 1B1.3, in connection with the offense to which defendant is
12 pleading guilty; and (b) any counts dismissed pursuant to this
13 agreement as well as all relevant conduct, as defined in U.S.S.G.
14 § 1B1.3, in connection with those counts. The parties currently
15 believe that the applicable amount of restitution is approximately
16 \$13,050 but recognize and agree that this amount could change based
17 on facts that come to the attention of the parties prior to
18 sentencing.

19 11. Defendant understands that supervised release is a period
20 of time following imprisonment during which defendant will be subject
21 to various restrictions and requirements. Defendant understands that
22 if defendant violates one or more of the conditions of any supervised
23 release imposed, defendant may be returned to prison for all or part
24 of the term of supervised release authorized by statute for the
25 offense that resulted in the term of supervised release.

26 12. Defendant understands that, by pleading guilty, defendant
27 may be giving up valuable government benefits and valuable civic
28 rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury.
2 Defendant understands that he is pleading guilty to a felony and that
3 it is a federal crime for a convicted felon to possess a firearm or
4 ammunition. Defendant understands that the convictions in this case
5 may also subject defendant to various other collateral consequences,
6 including but not limited to revocation of probation, parole, or
7 supervised release in another case and suspension or revocation of a
8 professional license. Defendant understands that unanticipated
9 collateral consequences will not serve as grounds to withdraw
10 defendant's guilty plea.

11 13. Defendant and his counsel have discussed the fact that, and
12 defendant understands that, if defendant is not a United States
13 citizen, the conviction in this case makes it practically inevitable
14 and a virtual certainty that defendant will be removed or deported
15 from the United States. Defendant may also be denied United States
16 citizenship and admission to the United States in the future.
17 Defendant understands that while there may be arguments that
18 defendant can raise in immigration proceedings to avoid or delay
19 removal, removal is presumptively mandatory and a virtual certainty
20 in this case. Defendant further understands that removal and
21 immigration consequences are the subject of a separate proceeding and
22 that no one, including his attorney or the Court, can predict to an
23 absolute certainty the effect of his convictions on his immigration
24 status. Defendant nevertheless affirms that he wants to plead guilty
25 regardless of any immigration consequences that his plea may entail,
26 even if the consequence is automatic removal from the United States.

27
28

FACTUAL BASIS

14. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

On a date unknown, but at least as early as September 22, 2023, defendant agreed with co-conspirators, including his co-defendants, to commit interference with commerce by robbery. In furtherance of this conspiracy, the conspirators committed the following robberies, which affected interstate commerce.

On September 22, 2023, defendant and, at least, co-defendant one traveled to the Aloha Liquor Store located at 11837 Lakewood Boulevard, Downey, California to commit a robbery. Inside, co-defendant one held an employee at gunpoint, as co-defendant one pointed a short-barreled rifle at the employee and demanded cash. Inside Aloha Liquor, co-defendant one discharged the short-barreled rifle. Co-defendant one and defendant fled with approximately \$1,000 belonging to the Aloha Liquor Store. The business of Aloha Liquor affected interstate commerce and portions of the inventory of Aloha Liquor traveled in interstate commerce.

SENTENCING FACTORS

15. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures

under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and up to the maximum set by statute for the crimes of conviction.

16. Except as set forth in paragraph 4 above, defendant and the USAO have no agreement as to the appropriate sentence or the applicable Sentencing Guidelines factors. Except as set forth in paragraph 4, both parties reserve the right to seek any sentence within the statutory maximum, and to argue for any criminal history score and category, base offense level, specific offense characteristics, adjustments, departures, and variances.

17. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

18. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if
have the Court appoint counsel -- at trial. Defendant
ds, however, that, defendant retains the right to be

represented by counsel -- and if necessary have the Court appoint
counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statutes to which defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

WAIVER OF APPEAL

20. Defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court, including, to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

16 21. This agreement does not affect in any way the right of the
17 USAO to appeal the sentence imposed by the Court.

WAIVER OF COLLATERAL ATTACK

19 22. Defendant also gives up any right to bring a post-
20 conviction collateral attack on the conviction or sentence, including
21 any order of restitution, except a post-conviction collateral attack
22 based on a claim of ineffective assistance of counsel, a claim of
23 newly discovered evidence, or an explicitly retroactive change in the
24 applicable Sentencing Guidelines, sentencing statutes, or statutes of
25 conviction. Defendant understands that this waiver includes, but is
26 not limited to, arguments that the statutes to which defendant is
27 pleading guilty are unconstitutional, and any and all claims that the

1 statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 23. Defendant agrees that if the count of conviction is
5 vacated, reversed, or set aside, both the USAO and defendant will be
6 released from all their obligations under this agreement.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

8 24. Defendant agrees that if, after entering a guilty plea
9 pursuant to this agreement, defendant seeks to withdraw and succeeds
10 in withdrawing defendant's guilty plea on any basis other than a
11 claim and finding that entry into this plea agreement was
12 involuntary, then (a) the USAO will be relieved of all of its
13 obligations under this agreement; and (b) should the USAO choose to
14 pursue any charge that was either dismissed or not filed as a result
15 of this agreement, then (i) any applicable statute of limitations
16 will be tolled between the date of defendant's signing of this
17 agreement and the filing commencing any such action; and
18 (ii) defendant waives and gives up all defenses based on the statute
19 of limitations, any claim of pre-indictment delay, or any speedy
20 trial claim with respect to any such action, except to the extent
21 that such defenses existed as of the date of defendant's signing this
22 agreement.

23 EFFECTIVE DATE OF AGREEMENT

24 25. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

27
28

BREACH OF AGREEMENT

26. Defendant agrees that if defendant, at any time after the
signature of this agreement and execution of all required
certifications by defendant, defendant's counsel, and an Assistant
United States Attorney, knowingly violates or fails to perform any of
defendant's obligations under this agreement ("a breach"), the USAO
may declare this agreement breached. All of defendant's obligations
are material, a single breach of this agreement is sufficient for the
USAO to declare a breach, and defendant shall not be deemed to have
cured a breach without the express agreement of the USAO in writing.
If the USAO declares this agreement breached, and the Court finds
such a breach to have occurred, then: (a) if defendant has previously
entered a guilty plea pursuant to this agreement, defendant will not
be able to withdraw the guilty plea, and (b) the USAO will be
relieved of all its obligations under this agreement.

16 27. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the USAO choose to pursue any charge
18 that was either dismissed or not filed as a result of this agreement,
19 then:

20 a. Defendant agrees that any applicable statute of
21 limitations is tolled between the date of defendant's signing of this
22 agreement and the filing commencing any such action.

23 b. Defendant waives and gives up all defenses based on
24 the statute of limitations, any claim of pre-indictment delay, or any
25 speedy trial claim with respect to any such action, except to the
26 extent that such defenses existed as of the date of defendant's
27 signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

14 28. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 29. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court and (b) correct any and all factual misstatements relating to
23 the Court's Sentencing Guidelines calculations and determination of
24 sentence. While this paragraph permits both the USAO and defendant
25 to submit full and complete factual information to the United States
26 Probation and Pretrial Services Office and the Court, even if that
27 factual information may be viewed as inconsistent with the facts
28 agreed to in this agreement, this paragraph does not affect

defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

30. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be between the statutory mandatory minimum and within the statutory maximum.

NO ADDITIONAL AGREEMENTS

31. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

11

11

21

22

23

24

25

26

27

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

JOSEPH T. MCNALLY
Acting United States Attorney

KEVIN J. BUTLER
JENA A. MACCABE
Assistant United States Attorneys

ISAIAH VILLASANA
Defendant

CARLOS L. JUAREZ
Attorney for Defendant ISAIAH
VILLASANA

3/28/2025

Date

3/28/25

Date

3/28/2025

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

~~ISAIAH~~ VILLASANA
Defendant

3/28/25
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am ISAIAH VILLASANA's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to ~~this~~ agreement.

~~CARLOS L. JUAREZ
Attorney for Defendant ISAIAH
VILLASANA~~

3/28/2025
Date

Date